

RESOLUTION 13-06

A RESOLUTION OF THE TOWN OF ST. LEO, FLORIDA  
CONSENTING TO THE PURCHASE OF CHOICE  
ENVIRONMENTAL SERVICES, INC. BY WASTE SERVICES  
OF FLORIDA, INC.

WHEREAS, the Town of St. Leo, a municipal corporation, through its Town Commission, hereinafter referred to as "Town," is a party to that certain Agreement for Solid Waste ("Agreement") by and between the Town and Choice Environmental Services, Inc. hereinafter referred to as "Choice;" and

WHEREAS, on November 16, 2012, Waste Services of Florida, Inc., hereinafter referred to as "Waste Services" entered into a stock purchase agreement to acquire Choice; and

WHEREAS, Choice has announced it has been purchased by Waste Services; and

WHEREAS, the Agreement provides in the Section titled Transfer on page 4 that Choice must receive prior written approval of the Town Commission as it pertains to a transaction of this nature; and

WHEREAS, in connection with that purchase, Choice desires the consent of the Town Commission; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to consent and to acknowledge the continued services as provided by Choice in the Agreement.

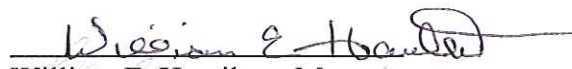
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN  
OF ST. LEO, AS FOLLOWS:

Section 1.     Recitals Adopted. That each of the recitals stated above is hereby adopted  
and confirmed with full force and effect; and

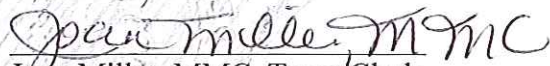
Section 2.     Effective Date. That this resolution shall be effective immediately upon  
adoption hereof.

PASSED AND ADOPTED this 10th day of December, 2012.

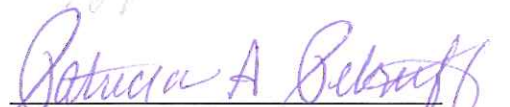
By:

  
William E. Hamilton, Mayor

ATTEST:

  
Joan Miller, MMC, Town Clerk

Approved as to form and legal sufficiency:

  
Patricia Petruff, Esquire, Town Attorney

\*\*\* Replaces and Supersedes Bond #0556075 \*\*\*

**PERFORMANCE BOND**

Form to be Used When Bonding Only One Year  
of a Multi-Year Contract  
(Page 1 of 2)

Bond No: 301494

KNOW ALL MEN BY THESE PRESENTS, that Choice Environmental Services of Central Florida, Inc., 2301 Eagle Parkway, Suite 200, Fort Worth, TX 76177, (hereinafter called Principal) as Principal, and Ohio Indemnity Company, 250 East Broad Street, 7<sup>th</sup> Floor, Columbus, OH 43215, a corporation duly organized under the laws of the State of Ohio and duly authorized and licensed to do business in the State of Florida, (hereinafter called Surety), as Surety, are held and firmly bound unto City of Dade City, 14150 5<sup>th</sup> Street, Dade City, FL 33525, as Obligee, in the full and just sum of FORTY FOUR THOUSAND EIGHT HUNDRED FORTY FOUR and 00/100 DOLLARS (\$44,844.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written Contract with the above mentioned Obligee dated April 28, 2009, for the Solid Waste Franchise Agreement, for a period of Five (5) years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, make good and reimburse to the above named Obligee, all lose and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

## PERFORMANCE BOND


(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 16, 2012 and ending June 27, 2013.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligor for actual excess costs of performance of the contract up to the expiration of the term of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligor recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety and the Principal.

Signed, sealed and executed this 13<sup>th</sup> day of November 2012.

Choice Environmental Services of Central Florida, Inc.  
Principal

By:   
Thomas J. Fowler, VP Title

(Corporate Seal) NO SEAL

Ohio Indemnity Company  
Surety

By:   
Sandra D. Cikraji, Attorney-In-Fact

(Corporate Seal)

Witness:   
Gina Engler

Witness:   
Timothy Covert



**OHIO INDEMNITY COMPANY**  
Columbus, Ohio 43215

PRINCIPAL Choice Environmental Services of Central Florida, Inc. EFFECTIVE DATE November 16, 2012

CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 44,844.00\*\*\*\*\*

POWER NO. 301494

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 10<sup>th</sup> Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint Kathleen P. Price, Patricia A. Temple, Nicole Skedel, Joy Bauer, Julie Bowers, Maria Jackson, Sandra D. Cikraji, and Daniel J. Clark as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000).

IN WITNESS WHEREOF, Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officer this 23<sup>rd</sup> day of September, 2009.

(Corporate Seal)

OHIO INDEMNITY COMPANY

By: \_\_\_\_\_

John S. Sokol, President

State of Ohio  
County of Franklin

On this 23<sup>rd</sup> day of September, 2009, before the subscriber, a Notary Public in and for this County and State, personally appeared John S. Sokol, to me personally known to be the individual and officer described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that he is the President of Ohio Indemnity Company, and that the seal affixed to the preceding instrument is the corporate seal of said corporation, and the said corporate seal and signature as said officer were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.



OFFICIAL SEAL  
SHERRY E. BIXLER  
NOTARY PUBLIC, STATE OF OHIO  
RECORDED IN PICKAWAY COUNTY  
MY COMMISSION EXPIRES  
01-06-10

\_\_\_\_\_  
Sherry E Bixler  
Notary Public

Commission expires: 01/06/2010

I, the undersigned, Secretary of Ohio Indemnity Company, a stock corporation of the State of Ohio, do hereby certify that the foregoing Power of Attorney remains in full force.

Signed and sealed this 13<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.



## OHIO INDEMNITY COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of Florida Insurance Code for the issuance of a Property And Casualty Insurer Certificate Of Authority and remains subject to the laws of Florida.

Date of Issuance: February 22, 1989

No. 05 - 310620146



**Florida  
Office  
of Insurance  
Regulation**

A handwritten signature in dark ink, appearing to read "Kevin M. McCarty".

Kevin M. McCarty  
Commissioner  
Office of Insurance Regulation



# OHIO INDEMNITY COMPANY

## OHIO INDEMNITY COMPANY

Certificate

2011

The following financial information was excerpted from the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance on February 28, 2012:

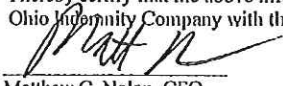
### STATEMENT OF INCOME

Direct Written Premium	96,668,723
Reinsurance Assumed	5,177,182
Reinsurance Ceded	(47,110,327)
Net Written Premium	54,735,578
Change in Unearned	(9,399,954)
Net Earned Premium	45,335,624
Losses and LAE Incurred	15,360,175
Other Underwriting Expenses	22,955,079
Underwriting Gain	7,020,090
Net Investment Gain	5,132,037
Other Income	2,429,602
Income Before Federal Income Tax	14,581,729
Federal Income Tax	3,871,465
Net Income	<u>\$ 10,710,264</u>

### BALANCE SHEET

<u>Assets</u>	
Cash and Invested Assets	\$ 101,134,266
Accrued Investment Income	989,109
Uncollected Premium and Agents' Balances	5,983,906
Reinsurance Recoverable	1,082,896
Net Deferred Tax Asset	2,745,778
Total Assets	<u>\$ 111,935,955</u>
<u>Liabilities and Surplus</u>	
Loss and LAE Reserves	\$ 12,986,001
Commissions Payable	3,639,008
Unearned Premium	29,427,180
Other Liabilities	20,691,460
Total Liabilities	66,743,649
Surplus	45,192,306
Total Liabilities and Surplus	<u>\$ 111,935,955</u>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by the Ohio Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2011.

  
Matthew C. Nolan, CFO

State of OHIO County of FRANKLIN

Personally appeared before me the above named Matthew C. Nolan personally known to me, who, being duly sworn, deposes and says that he executed the above instrument and that the information contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 8th day of March, 2012.

  
(Notary Public)

My Commission Expires 1-08-17



GARY M. DILLARD  
Notary Public, State of Ohio  
My Commission Expires  
01-08-2017

250 East Broad Street  
Tenth Floor  
Columbus, OH 43215-3708  
(614) 228-2800 • (800) 628-8581  
www.ohioindemnity.com





November XX, 2012

**VIA E-MAIL**

Ms. Joan Miller.  
Town Clerk  
Town of St. Leo  
34544 State Road 52  
P.O. Box 2479  
Saint Leo, FL 33574

Re: Sale of Choice Environmental Services, Inc. and its Subsidiaries ("Choice")  
to Waste Services of Florida, Inc. ("Waste Services")

Dear Ms. Miller:

As you may be aware, on November 16, 2012, Waste Services entered into a stock purchase agreement to acquire Choice. Waste Services is a subsidiary of Progressive Waste Solutions Ltd., a publically traded company listed on the New York Stock Exchange and the Toronto Stock Exchanges (NYSE: BIN, TSX: BIN).

As this is a stock purchase, Choice will be a wholly owned subsidiary of Waste Services, with Waste Services owning 100% of the stock of Choice. No assignment of the contract Choice has with the Town of St. Leo ("Town") is taking place and Choice will continue to provide you with the same high level of service you have grown accustomed to over the life of the relationship. Choice plans to continue to comply with the terms and conditions of our agreement with the Town and now, with the large public company behind us, has additional financial resources, expertise and other capabilities available to it to improve on our already great service. The local management of Choice is remaining in place, thus you will continue to deal with the same great team of professionals going forward.

In accordance with the Section titled Transfer on page 4 of our agreement with the Town, please accept this as written notice of the proposed transaction. For your convenience, attached please find a draft consent for your reference and use by the Town, along with the press release announcing the transaction.





Please contact me at your earliest convenience to discuss what additional steps we will need to take or additional information you will need to grant the approval required under our agreement with the Town.

I look forward to hearing from you soon.

Respectfully submitted,



Dennis Pantano  
District Manager

